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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION PETITION (L) NO. 558 OF 2015

Amar Kanta Madra

...Petitioner

VS

Hindustan Petroleum Corp. Ltd.

...Respondent.

.....
Mr Yogendra Singh i/b Auris Legal for the Petitioner.
Mr Minoo Siodia a/w Ms Raksha Thakkar i/b Rustomji & Ginwala for the
Respondent.

.....

CORAM : S.C. GUPTA, J.

MARCH 30, 2015

P.C. :

The subject matter of the disputes between parties in this Arbitration Petition, under Section 9 of the Arbitration and Conciliation Act, 1996, is the termination of the contract between the parties for construction of water tank at Bhatinda. It is the case of the Petitioner that despite giving notice of the termination, calling upon the Petitioner to remain present at site on 13 March 2015 for the joint measurement of the work and handing over the site to the officer-in-charge of the Respondent, the Respondent claims to have already appointed a new contractor. Learned Counsel for the Respondent submits that the tenders were invited for the balance work and price bids were opened on 2 March 2015 and M/s Industrial Engineering and Fabricators have been selected as L1 tenderer and the Respondent now proposes to award the contract to this tenderer. Anyway, since the contract has already been terminated with immediate effect, there is no question of granting any interim relief for stay against the award of the new contract. Learned Counsel for the Petitioner, however, submits that the Respondent is likely to blacklist the Petitioner in connection with this termination. Learned Counsel for the Respondent submits that there is no proposal of blacklisting of the Petitioner. The Respondent is also agreeable to

have an arbitrator appointed for adjudication of the disputes and differences between the parties. The Respondent agrees to appoint such arbitrator in accordance with the arbitration agreement contained in the contract within a period of two weeks. The Petitioner will be at liberty to apply for such interlocutory reliefs as he may choose to apply for before the Arbitrator so appointed. The Arbitration Petition is disposed of in these terms. There shall be no order as to costs.

(S.C.GUPTE J.)